

REC #129387

26

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

Civil Division

Case: 4:20-cv-10727

Judge: Leitman, Matthew F.

MJ: Stafford, Elizabeth A.

Filed: 03-17-2020

CMP EDWARD THOMPSON V LISA O. GORCYCA (LG)

Edward Thompson

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Lisa O. Gorcycza

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Jury Trial: (check one) ☒ Yes ☐ No

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Edward Thompson

Street Address

5760 Legacy Drive B-3

City and County

Plano, Collin

State and Zip Code

Texas 75024

Telephone Number

248-976-9766

E-mail Address

Ed.thompson@charter.net

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

110691

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

Defendant No. 1

Name

Lisa O. Gorcyca

Job or Title (if known)

Street Address

1200 N. Telegraph Rd.

City and County

Pontiac Oakland

State and Zip Code

Michigan 48340

Telephone Number

248-858-0344

E-mail Address (if known)

Defendant No. 2

Name

Nancy T. Carniak

Job or Title (if known)

Street Address

700 Barclay Circle

City and County

Rochester Hills Oakland

State and Zip Code

Michigan 48307

Telephone Number

248-853-5553

E-mail Address (if known)

Defendant No. 3

Name

Oakland County

Job or Title (if known)

Street Address

1200 N. Telegraph Rd.

City and County

Pontiac Oakland

State and Zip Code

Michigan 48340

Telephone Number

248-858-0344

E-mail Address (if known)

Defendant No. 4

Name

Friend of the Court / Child Support Enf.

Job or Title (if known)

Street Address

1200 N. Telegraph Rd. / 230 Elizabeth Lkr

City and County

Pontiac Oakland

State and Zip Code

Michigan 48340

Telephone Number

248-858-0424

E-mail Address (if known)

(See attached sheet)

Defendant No. 5

Name Jennifer M. Paine

Job or title

Street Address 39555 Orchard Hill Place, Suite 600

City and County Novi Wayne

State and Zipcode Michigan 48375

Telephone 248-305-6484

Jennifer M. Paine committed fraud upon the court
by claiming to have provided service to the plaintiff.

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Title 42 U.S.C. § 1983, Title 42 U.S.C. § 1981^(b), Title 42 U.S.C. 1981, Title 42 U.S.C. § 1981(c), 7th Amendment of the constitution, 14th Amendment of the constitution, Deprivation of rights under color of law

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* _____, is a citizen of the State of *(name)* _____.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* _____, is a citizen of the State of *(name)* _____. Or is a citizen of *(foreign nation)* _____.

b. If the defendant is a corporation

The defendant, (name) _____, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____.

Or is incorporated under the laws of (foreign nation) _____ and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

(see attached sheets)

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

(1) Plaintiff requests restitution for all property losses totaling in excess of \$1,000,000.00, the settlement agreement predates all judgments by the trial court. (2) Plaintiff requests the enforcement of the contract between the parties. (3) Plaintiff requests all monetary losses suffered at the hands of the trial court, loss of wages, loss of contracts, the contract between the parties predates all judgments. (See Attached Sheet)

III. Statement of Claim

Lisa O. Gorcyca

(1) Dates: September 1, 2015 - November 2, 2015

Denied plaintiff's Personal Protection Orders in which the plaintiff provided video proof, phone messages, text messages, police reports and admission of the defendant(s). The plaintiff's property was later stolen by the defendant, family members and Oakland County Sheriffs. Case No. 2015-835968-PP

(2) Date: November 2, 2015

Instated child support account despite the agreement reached by all parties. (Exhibit #1) (Agreement removed from the court record)

(3) Dates: January 15, 2015 - Present

Refusing to enforce the settlement agreement which settled all matters between the parties concerning custody, parenting time, property division, debt division. (Court record serves as evidence)

(4) Dates: July 20, 2015 - Present

Court refusing to hear (9) separate motion to enforce the settlement agreement between the parties. (Court record serves as evidence)

(5) Dates: July 20, 2016

Court refusing to enforce settlement agreement between parties stating reason being default with neither party filing a motion for default. (Court record serves as evidence).

(6) Date: August 10, 2016

Court entering Default Judgement contrary to the settlement agreement between the parties.

(7) Date: June 15, 2017

Court granted order give defendant access to plaintiff's property without notice or consent of the plaintiff.

(8) Date: July 20, 2015 - Present

Court denying all evidentiary hearing requests by the plaintiff

(9) Date: January 30 - Present

Court granting all orders against the plaintiff with no notice or proof of service to the plaintiff, Plaintiff submitted address change to the court verbally and in writing.

(10) Date: November 21, 2018

Court granting the sell of plaintiffs property without the plaintiffs signature or consent and contrary to the agreement between the parties (Exhibit #2)

(11) Date: November 08, 2017 - Present

Court refusing to respond to jurisdictional challenges, no proof of jurisdiction on the record but proceeding in the absence of jurisdiction.

(12) Date: November 21, 2018

Court invalidated lien on plaintiffs home without evidentiary hearing or plaintiffs consent

(13) Date: November 21, 2018

Court granted defendant 100% of the plaintiffs property and proceeds from plaintiffs home despite that being contrary to the agreement between the parties.

(14) Date: April 17, 2019

Court granted criminal contempt against the plaintiff with no proof of service to the plaintiff

(15) Plaintiff reserves the right to add more counts and/or defendants

Nancy T. Caeniak

Dates February 2017 - April 2017

- (1) Granted eviction of plaintiffs property with no notice or proof of service on the plaintiff.
- (2) Refused to allow the plaintiff to participate in the eviction proceedings
- (3) Ignored the plaintiffs jurisdictional and due process challenges to the court, yet proceeded to injure the plaintiff.

Oakland County

Dates January 2016 - Present

- (1) Clerks - allow proof of service forms to be filed with no address being listed for the plaintiff
- (2) Clerks - return responses and jurisdictional challenges from the plaintiff with a sticky note attached claiming not to know how to process response
- (3) Clerks - refusing to file orders and contracts concerning the plaintiffs property
- (4) Sheriffs - stealing and selling the plaintiffs property without the plaintiffs consent
- (5) Sheriff - threatening and intimidating the plaintiff under color of law.
- (6) Plaintiff reserves the right to add counts and defendants as more information becomes available

Friend of the Court / Child Support Enforcement Agency

Dates: January 15, 2015 - Present

- (1) Ignoring the oral and written requests by both parties not wanting to be customers or use the services of the Child Support Enforcement Agency
- (2) Ignoring the written contract between the parties granting 100% physical and legal custody of the two children to the plaintiff.
- (3) Garnishing to pay of the plaintiff without his consent.
- (4) Filing credit reporting on an account the plaintiff has not consent to.
- (5) Assisting in the kidnapping of the plaintiff's offsprings without the plaintiff's consent.
- (6) Intimidating of the plaintiff's offsprings
- (7) Harassment and intimidating of the plaintiff
- (8) Fabricated claims against the plaintiff.
- (9) Refusing to close the child support account even though neither party is eligible for the service and offsprings have been living with the plaintiff for years.
- (10) Plaintiff reserves the right to add defendants and counts as more information becomes available.
- (11) Plaintiff asserts all defendants in this civil suit either acted in excess of their jurisdiction or participated in the enforcement of a void order, therefore the Raker-Feldman doctrine does not apply.

IV. Relief

- (1) Plaintiff requests restitution for all property losses totaling in excess of one million dollars (\$1,000,000.00+), the settlement agreement between the parties predate all trial court orders and/or judgements
- (2) Plaintiff requests statutory fines on all counts, over 30 counts at \$10,000 - \$20,000 PER violation - \$300,000.00 - \$600,000.00; the defendants violated the parties' constitutional protect right to contract and the enforcement wherein
- (3) Plaintiff requests all wage garnishments totalling over \$70,000.00 plus the 66% matching funds from the federal government totaling over \$110,000.00, the parties declined the services of the child support enforcement agency and CSEA can't force the parties to breach the settlement agreement
- (4) Plaintiff request all monies lost by not being able to focus and concentrate on contracted tasks of clients because of the constant stress of being under the weight of the State of Michigan government, totaling over \$4,000,000.00, parties agreement predates all orders and judgements of the trial court.
- (5) Plaintiff requests \$666,420,000.00 in punitive, exemplary and or punitive money damages, the trial court is bond by law to enforce the contract between the parties but instead elected to make the parties life a living hell.
- (6) Plaintiff requests the enforcement of the settlement agreement between the parties and reuniting of the plaintiff and his off spring and all other relief due to the plaintiff

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: March 10, 2020

Signature of Plaintiff

Printed Name of Plaintiff

Edward Thompson
Edward Thompson

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

1 Edward Thompson
2 5760 Legacy Dr B-3
3 Plano, TX 75024
4

5 STATE OF MICHIGAN
6 SIXTH JUDICIAL CIRCUIT
7
8 OAKLAND COUNTY
9

10 EDWARD THOMPSON,

11 Plaintiff,

12 vs.
13

14 LATASHA THOMPSON,

15 Defendant
16

Case No.: 15-834637-DM

**NOTICE OF PETITION
WRIT OF CERTIORARI
WRIT OF MANDAMUS
WRIT OF PROHIBITION**

17
18 **WRIT OF CERTIORARI JUDICIAL REVIEW**

19 JUDICIAL REVIEW OF FACT THAT THE RESPONDENT A
20
21 CHILD SUPPORT COLLECTION AGENCY HAS INITIATED INCOME
22 WITHHOLDING ORDERS WITHOUT A COURT ORDER SIGNED BY A
23 JUDICIAL COURT OFFICIAL OR BY A JUDGMENT BY PEERS ARISING
24 FROM A TRIAL BY JURY AS REQUIRED BY DUE PROCESS THE LAW OF
25 THE LAND.
26

NOTICE OF PETITION WRIT OF CERTIORARI WRIT OF MANDAMUS WRIT OF PROHIBITION - 1

1 THE RESPONDENT IS WITHOUT JURISDICTION TO PERFORM
2 A NON-DISCRETIONARY ACT OF REFUSING TO PROVIDE DISCOVERY
3 OF A JUDGMENT OF PEERS OR WARRANT UNDER THE 4TH
4 AMENDMENT, AS REQUIRED BY DUE PROCESS THE LAW OF THE
5 LAND. PLEASE SEE MEMORANDUM OF LAWS IN SUPPORT.
6
7

8 **WRIT OF MANDAMUS TO COMPEL DISCOVERY**

9 THE UNDERSIGNED HAS DEMANDED BY AN AFFIDAVIT TO
10 VALIDATE DEBT AND A TRUE COPY OF A COURT ORDER (SEE
11 EXHIBIT MARKED AS #1) AUTHORIZING THE SEIZURE OF THE
12 PROPERTY OWNED BY THE UNDERSIGNED. THE UNDERSIGNED
13 UNDERSTANDS THAT ONLY A WARRANT BASED UPON PROBABLE
14 CAUSE OR A JUDGMENT OF PEERS IN ACCORDANCE WITH DUE
15 PROCESS CAN AUTHORIZE THE LAWFUL DISPOSSESSION OF
16 PROPERTY.
17
18
19

20 THE UNDERSIGNED REQUIRES THE COURT TO COMPEL
21 THE RESPONDENT TO BRING TO COURT A WARRANT OR A JUDGMENT
22 OF PEERS.
23

24 THE SUPREME COURT OF THE UNITED STATES AND THE
25 COURT OF APPEALS THE HIGHEST COURT OF MICHIGAN HELD THAT
26 NOTICE OF PETITION WRIT OF CERTIORARI WRIT OF MANDAMUS WRIT OF PROHIBITION - 2

1 PROPERTY CANNOT BE DEPRIVED UNLESS BY A TRIAL BY JURY IN
2 ACCORDANCE WITH COMMON LAW RESULTING IN A JUDGMENT BY
3 PEERS. PLEASE SEE THE MEMORANDUM OF LAWS IN SUPPORT.
4

5
6
7 **WRIT OF PROHIBITION PROHIBITING THE SEIZURE OF**
8 **THE UNDERSIGNED PETITIONER'S PROPERTY**
9

10
11 THE UNDERSIGNED PETITIONER REQUIRES THE COURT TO
12 ISSUE WRIT OF PROHIBITION PROHIBITING THE RESPONDENT FROM
13 ANY FURTHER COLLECTION ACTIONS, UNLESS IT IS BY A WARRANT
14 OR JUDGMENT OF PEERS FROM A COURT OF RECORD.
15

16 THE REQUIREMENT WITHOUT DISCRETION BY THE
17 RESPONDENT IS A JUDGMENT BY PEERS AND WARRANT IS HELD BY
18 THE BILL OF RIGHTS OF THE U.S. CONSTITUTION, THE SUPREME
19 COURT OF THE UNITED STATES AND THE MICHIGAN COURT OF
20 APPEALS THE HIGHEST COURT IN MICHIGAN. PLEASE SEE
21 MEMORANDUM OF LAWS IN SUPPORT.
22

23
24 A JUDGMENT BY A COURT LACKING JURISDICTION OR A
25 JUDGMENT NOT MADE IN ACCORDANCE WITH DUE PROCESS ARE
26

1 VOID AND COURT IS WITHOUT DISCRETION TO REFUSE THE VOIDING
2 OF A VOIDABLE ORDER UNDER FEDERAL RULE 60.
3

4 THE SUPREME COURT OF THE UNITED STATES IN MATTER
5 HOWLETT V ROSE HELD THAT FEDERAL LAW APPLIES IN STATE
6 COURTS UNDER THE SUPREMACY CLAUSE ARTICLE 6 SECTION 2 OF
7 THE U.S. CONSTITUTION. “ *Federal law is enforceable in state courts not*
8 *because Congress has determined that federal courts would otherwise be burdened*
9 *or that state courts might provide a more convenient forum — although both might*
10 *well be true — but because the Constitution and laws passed pursuant to it are as*
11 *much laws in the States as laws passed by the state legislature. The Supremacy*
12 *Clause makes those laws "the supreme Law of the Land," and charges state courts*
13 *with a coordinate responsibility to enforce that law according to their regular*
14 *modes of procedure. "The laws of the United States are laws in the several States,*
15 *and just as much binding on the citizens and courts thereof as the State laws*
16 *are. . . . The two together form one system of jurisprudence, which constitutes the*
17 *law of the land for the State; and the courts of the two jurisdictions are not foreign*
18 *to each other, nor to be treated by each other as such, but as courts of the same*
19 *country, having jurisdiction partly different and partly concurrent “Howlett v.*
20 *Rose 496 US 356, 110 S. Ct. 2430, 110 L. Ed. 2d 332 - Supreme Court, 1990*
21
22
23
24
25
26

1 **JUDGMENTS BY NON-JUDICIAL PERSONS ARE VOID FOR LACK OF**
2 **JURISDICTION CORAM NON-JUDICE**
3

4 ANY ORDER/JUDGMENT BY A NON-JUDICIAL COURT
5 EMPLOYEE IS VOID CORAM NON-JUDICE FOR LACK OF JUDICIAL
6 AUTHORITY BEING PRESENT DURING PROCEEDINGS. THE SUPREME
7 COURT IN BURNHAM V SUPERIOR COURT HELD THAT JUDGMENTS BY
8 PERSONS NOT JUDGES IS VOID CORAM NON-JUDICE. PLEASE SEE
9 MEMORANDUM OF LAWS IN SUPPORT. *"before a person not a judge" —*
10 *meaning, in effect, that the proceeding in question was not a judicial proceeding*
11 *because lawful judicial authority was not present, and could therefore not yield a*
12 *judgment"* *Burnham v. Superior Court 495 U.S. 604 (1990)*
13
14
15
16
17

18 **MI COURT OF APPEALS**
19

20 THE HIGHEST COURT IN MICHIGAN STATE HELD THAT NO
21 MEMBER OF THE STATE SHALL BE DISFRANCHISED, OR DEPRIVED OF
22 ANY RIGHTS AND PRIVILEGES, UNLESS THE MATTER BE ADJUDGED
23 AGAINST HIM OR HER UPON TRIAL AND ACCORDING TO THE COURSE
24
25
26

1 OF COMMON LAW. PLEASE SEE MEMORANDUM OF LAWS IN
2 SUPPORT.
3

4 *"The meaning of the section then seems to be, that no member of the state shall be*
5 *disfranchised, or deprived of any of his rights and privileges, unless the matter be*
6 *adjudged against him upon trial and according to the course of the common*
7 *law. It must be ascertained judicially that he has forfeited his privileges, or that*
8 *some one else has a superior title to the property he possesses, before either of*
9 *them can be taken from him" (Taylor v. Porter, 4 Hill 140, 146; see, also,*
10 *Wynehamer v. People, 13 N.Y. 378, 394 (1856)). Sharrock v. Dell Buick-Cadillac,*
11 *Inc, 45 N.Y.2d 152, 161, 379 N.E.2d 1169, 1174, 408 N.Y.S.2d 39, 44 (1978).*
12
13
14
15

16 EVIDENCE

- 17 1. EXHIBIT MARKED # 1 TRUE COPY OF VALIDATION OF DEBT
18 AFFIDAVIT DEMANDING PROOF OF A DEBT, PROOF OF AN
19 AGREEMENT OF SERVICES, AND PROOF OF A COURT ORDER
20 FROM A COURT OF COMPETENT JURISDICTION.
21
- 22 2. EXHIBIT MARKED # 2 TRUE COPY OF RESPONSE FROM CHILD
23 SUPPORT AGENCY [IF NO RESPONSE, NO EVIDENCE]
24
25
26

1 Dated this 14 of March, ²⁰²⁰~~2018~~.⁶²

2
3 
4 Edward Thompson

EXHIBIT #1

**STATE OF MICHIGAN
IN THE SIXTH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF OAKLAND
FAMILY DIVISION**

EDWARD THOMPSON,
Plaintiff,

Case No. 15-834637-DM

v.

Hon. Lisa Gorcyca

LATASHA THOMPSON,
Defendant.

CARDELLI LANFEAR
By: Jennifer M. Paine (P72037)
Attorney for Defendant
322 West Lincoln Avenue
Royal Oak, Michigan 48067
(248) 544-1100 / (248) 544-1191

**INTERIM ORDER REGARDING CHILD CUSTODY, PARENTING TIME,
CHILD SUPPORT AND ATTORNEY FEES AND FOR FOC REFERRAL**

At a session of said Court held in the Courthouse in
the City of Pontiac, County of Oakland, and
State of Michigan on November 2, 2015.

PRESENT: HON. LISA GORCYCA
Circuit Court Judge

Upon motion of the Defendant, the parties and counsel having appeared to argue the merits thereof on Wednesday, September 28, 2015 and again on Wednesday, October 7, 2015, this Court being fully advised in the premises and there being no just reason for delay, **IT IS ORDERED:**

MINOR CHILDREN

There are two minor children in this case, namely EDWARD THOMPSON III, born September 27, 2010, a son, and ETHAN THOMPSON, born November 7, 2001, a son (hereinafter, "the children" or "the child"). The Court retains continuing and exclusive jurisdiction over each child for the issues of child custody, parenting time and child support under the Child Custody Act, the Uniform Child Custody Jurisdiction and Enforcement Act, the Support and Parenting Time Enforcement Act, and the Uniform Interstate Family Support Act, among others, until further order or unless jurisdiction is vested elsewhere by law. Additionally, for each child:

Legal Custody

The parties will share joint legal custody of the child until further order of the Court, whichever first occurs. Legal custody means, by way of example and not limitation, all of the following:

Each parent will foster, encourage and support the relationship between the child and the other parent.

Each parent will be entitled to have complete access to the child's medical, dental, psychological, school, religious and other pertinent records. Each parent shall ensure any and all medical offices, schools, religious offices, childcare providers, etc., have current mailing and residential addresses and phone numbers, and any other reasonable contact information, for each parent so that each parent can remain fully informed of the goings-on for the child.

Each parent will promptly advise the other of any illness, emergency, or other significant event concerning the child, including school and/or health problems, if any, of which the parent becomes aware.

The parents will consult together concerning major decisions involving the health, education, religion and welfare of the child.

Each parent will make his or her best effort to work with the other parent to insure consistency in agreement of matters affecting the upbringing of the child and to work together to promote the best interests of the child.

Each parent will be entitled to be informed of all parent/teacher conferences and any other activities, including sports and school programs, in which the child has been invited to attend or participates in.

Each parent will be entitled to make routine and emergency decisions regarding the child when the child is with that parent.

Parenting Time & Physical Custody

The parties share joint physical custody, with specific parenting time, of the child until further order of the Court. Until Defendant moves into an apartment or home in the Oxford and surrounding area, she will have parenting time with both children beginning every Friday afterschool or 3pm if there is no school that day overnight to Monday morning return to school or 8am if there is no school that day.

Immediately upon Defendant's move to the apartment or home, the parties will alternate parenting time weekly, with the parties' weeks alternating on Monday mornings return to school or 8am if there is no school that day.

Holidays / Vacations

Holiday parenting time shall begin and end at a time mutually and reasonably agreed upon between the parties. A party whose holiday parenting time occurs on regularly scheduled parenting time is not entitled to makeup time. The parties shall arrange holiday time mutually and reasonable between them, but, if they cannot agree, then according to the default schedule now in place with the Oakland County Friend of the Court, a copy of which is available online at www.oakgov.com.

Transportation/Delays/Exchanges

The parties shall pick up and drop off the child for parenting time at a location mutually and reasonably agreed upon between them. If they cannot agree, then they shall use school at the exchange location, when school is in session, and, otherwise, the party whose parenting time is ending will drop off the children to the other's residence. The parties may use a properly licensed driver, who is known to the child, to provide transportation upon mutual and reasonable agreement of the parties.

As set forth in the Friend of the Court handbook, a reasonable delay for circumstances not within the parent's control of up to thirty minutes is allowed for parenting time exchanges. However, the parties are expected to be punctual and on time for all parenting time exchanges, and delays should be rare.

Change of Domicile ("100 Mile Rule" / Interstate Move / Legal Residence)

A child whose parental custody is governed by this order has a legal residence with each parent unless either party is later awarded sole legal custody.

If the parties are unable to agree, then, as the parties reside within one hundred radial miles of each other at the time of commencement of this action, the party seeking to move shall not move the child's legal residence more than one hundred radial miles away from the residences at the time of commencement of this action without the consent of the other party or the approval of the judge who awarded custody or the judge's successor. Further, neither party shall move the child out of the child's residential state, being Michigan, even if both parties agree to the move, without applying to the Court first and in conformity with applicable laws for interstate moves.

Travel / Hague Provision

Pursuant to Section 7a of the Child Custody Act, both parties are prohibited from exercising parenting time, such as by traveling for vacation, in any country that is not then a party to the Hague Convention on the Civil Aspects of International Child Abduction, information for which has been provided to both parties by counsel and is available online at travel.state.gov, unless both parties give their prior consent in writing to the Court to allow either party or both to travel with the child to or in such a country.

Inalienable Rights of the Child

The parents shall cooperate with respect to each child so as, in a maximum degree, to advance each child's health, emotional, and physical well-being and to give and afford each child the affection of both parents and a sense of security.

Neither parent will, directly or indirectly, influence a child so as to prejudice a child against the other parent. The parents will endeavor to guide each child so as to promote the affectionate relationship between each child and the mother and each child and the father.

The parties will cooperate with each other in carrying out the provisions of this order for each child's best interests.

Neither party shall do anything which may estrange the other party from a child, injure a child's opinion of the other party, or which will hamper the free and natural development of an otherwise natural parent/child relationship between a child and the other party.

Mutual Order Governing Co-Parenting Behavior

The parties stipulate and agree to enter into an order governing their conduct pursuant to the Child Custody Act and related law. The parties affirmed that they have been advised of their rights and obligations related thereto, enforcement measures, and options and the consequences of seeking other relief, such as a personal protection order. The parties also affirmed that this order is in their and their children's best interests. The parties also affirmed that they enter into this order freely and voluntarily. The order is as follows:

Neither party shall discuss the legal proceedings between the parties, in any manner and in any detail, directly or indirectly, with either child. Neither party shall disparage the other party to the child, in any manner and in any detail, directly or indirectly. The parties shall communicate in a respectful and cooperative manner in the presence of each child or in such a way and in any mode of communicate the child is reasonably likely to discover. Neither party shall disparage the other party to either party's family members, employers, agents, friends, current or former significant others, teachers, childcare providers, healthcare providers, or any other third party in any manner. Neither party shall assault, attack, molest, wound, threaten, stalk or otherwise put the other party in reasonable apprehension of violence, directly or indirectly. This order includes communication and efforts to communicate in all forms, whether written, spoken or electronic, and shall apply to each party as well as any third party acting at the party's direction or on the party's behalf with the party's actual or constructive knowledge.

CHILD SUPPORT

Plaintiff shall pay to Defendant, through the Friend of the Court or the MiSDU, as interim child support \$645 per month effective once the defendant establishes residence in Oxford, MI and can keep the children for periods of one week at a time. Payments are due on the first day of the month.

ATTORNEY FEES

Each party will pay his or her own attorney fees and costs for this case unless and until otherwise ordered by the Court.

REFERRAL TO THE FOC

This case is referred to the Friend of the Court for an investigation, report and recommendation for the issues of spousal support, child custody, parenting time and child support.

IT IS FURTHER ORDERED that this order does not divide assets and liabilities as a final order, nor determine the amount of spousal support or child support to be paid as would a final order. The purpose of this order is to enable the parties to manage their financial affairs during this divorce. This order is not conclusive evidence of the reasonableness of an asset and liability distribution, nor an order of support, and shall not be treated as such for any purpose.

IT IS FURTHER ORDERED that all prior orders not inconsistent with the terms of this order remain in full force and effect. **This order does not resolve the last pending issue between the parties and does not close the case.**

SO ORDERED.

The Hon.

CIRCUIT COURT JUDGE

Approved as to form:

Edward Thompson
PLAINTIFF

Approved as to form:

~~DEFENDANT~~

Approved as to form:

COUNSEL FOR PLAINTIFF

COUNSEL FOR DEFENDANT

Drafted By:

CARDELLI LANFEAR

By: Jennifer M. Paine (P72037)

322 West Lincoln Avenue

Royal Oak, Michigan 48067

(248) 544-1100 / (248) 544-1191

A TRUE COPY
LISA BROWN

Oakland County Clerk - Register of Deeds

By

Deputy

#2
(PLAINTIFF EXHIBIT ~~A~~)^{E?}

On Tue, Jan 19, 2016 at 8:39 AM, Ed Thompson
< > wrote:

Per our conversation 01/18/2016, we agree to the following.

1. Ed Thompson will be responsible for the outstanding IRS tax debt.
2. There will be no alimony, spousal support or child support paid to either party.
3. 100% physical and legal custody of Ethan Thompson 15 yrs / Edward Thompson III 6 yrs will be given to Edward Thompson (father).
4. Property has already been divided.
5. Latasha Thompson will have visitation every other weekend of the children.
6. Latasha Thompson will start her own medical / dental / life insurance benefits and be removed from Ed Thompson's benefits.
7. Latasha Thompson will sign over the Lexus RX400H truck.
8. Latasha Thompson will sign quit claim deed (attached) for property located at 1410 Glass Lake Circle Oxford, MI 48371

Please reply and confirm agreement.

Regards,

Ed Thompson.

From: Latasha Thompson [>]
Sent: Wednesday, January 20, 2016 2:45 PM
To: Ed Thompson < >
Subject: Re: Divorce agreement (update)

Yes, this is my understanding of the agreement:

1. I, Latasha Thompson will sign the quit claim deed for the home located at 1410 Glass Lake, Oxford, MI 48371 and the home refinanced by Edward Thompson.
2. Edward Thompson (Father) will have physical and legal custody of Ethan Thompson (DOB 11/7/01) and Edward Thompson III (DOB 9/27/10).
3. I, Latasha Thompson (Mother), will have visitation every other weekend.
5. There will be no alimony, spousal support, or child support paid to either party.
6. Edward Thompson will be responsible for the IRS tax debt.
7. I, Latasha Thompson will sign-up for my own benefits.
8. I, Latasha Thompson will sign over the 2008 Lexus RX 400h.
9. Property already divided.

Regards,

Latasha Thompson

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Thompson, Edward

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

Gorcyca, Lisa O.

County of Residence of First Listed Defendant Oakland
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Case: 4:20-cv-10727

Judge: Leitman, Matthew F.

MJ: Stafford, Elizabeth A.

Filed: 03-17-2020

CMP EDWARD THOMPSON V LISA O. GORCYCA (LG)

One Box for Plaintiff
or for Defendant)

PTF DEF

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Title 42 U.S.C. §1981, Title 42 U.S.C. §1983

Brief description of cause:

Deprivation of rights under color of law

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

March 10, 2020

Edward Thompson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

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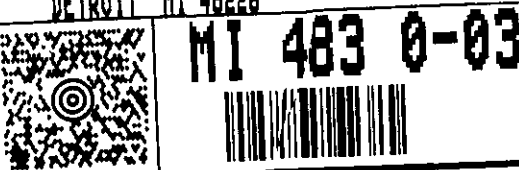
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